

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

UNITED STATES POSTAL SERVICE

and

Case 16-CA-206637

**AMERICAN POSTAL WORKERS UNION,
LOCAL 185**

and

Case 16-CA-210946

**NATIONAL ASSOCIATION OF LETTER
CARRIERS, BRANCH 23**

DECISION AND ORDER

Statement of the Cases

On May 8, 2018, the United States Postal Service (the Respondent); American Postal Workers Union, Local 185; National Association of Letter Carriers, Branch 23; and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.¹

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.²

¹ Chairman Ring is recused and took no part in the consideration of this case.

² We note that the remedy to which the parties have agreed differs in some respects from previous broad orders that the Board has issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 345 NLRB 426 (2005), enfd. 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Court of Appeals,

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

(a) The United States Postal Service (the Respondent) provides postal services for the United States and operates various facilities throughout the United States in performing that function, including the facilities at 4205 Feather Lakes Way, Kingwood, Texas 77339, and 5826 Broadway Street, Galveston, Texas 77551.

(b) The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act, 39 U.S.C. § 101 et seq. (PRA).

2. The labor organizations involved

(a) The American Postal Workers Union (APWU National) and the National Association of Letter Carriers (NALC National) are labor organizations within the meaning of Section 2(5) of the Act.

(b) The American Postal Workers Union, Local 185 (APWU) and the National Association of Letter Carriers, Branch 23 (NALC) are labor organizations within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, Kingwood and Galveston, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively with APWU and NALC and/or any other labor organization which represents bargaining unit employees at the 4205 Feather Lakes Way, Kingwood, Texas (16-CA-206637) and 5826 Broadway Street, Galveston, Texas (16-CA-210946) facilities by failing or refusing to furnish, or unreasonably delaying in furnishing, them with information that is relevant and necessary to the performance of their duties as the exclusive collective-bargaining representatives.

remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

(b) Interfering with, restraining, or coercing, in any like or related manner, its employees in the exercise of rights guaranteed under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Bargain in good faith with APWU and NALC and/or any other labor organization which represents the Respondent's employees at its 4205 Feather Lakes Way, Kingwood, Texas (16-CA-206637) and 5826 Broadway Street, Galveston, Texas (16-CA-210946) facilities.

(b) To the extent not already provided, provide APWU and NALC with the relevant requested information as described in the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing that issued on March 23, 2018. If the Respondent is unable to locate any of the information requested, it will provide an explanation to APWU and NALC as to the reasons for the unavailability of such information.

(c) Upon request, provide APWU and NALC, and/or any other labor organization which represents the Respondent's employees at its 4205 Feather Lakes Way, Kingwood, Texas (16-CA-206637) and 5826 Broadway Street, Galveston, Texas (16-CA-210946) facilities, with information necessary and relevant to fulfill their statutory obligations as the exclusive bargaining representatives.

(d) The Postmaster or Station Manager at the Respondent's 4205 Feather Lakes Way, Kingwood, Texas (16-CA-206637) and 5826 Broadway Street, Galveston, Texas (16-CA-210946) facilities will maintain an information request log that tracks when requests for information are made, by whom the requests are made, a description of the information sought, to whom the requests are made, the information provided in response to the requests for information, and the dates the Respondent responds to the requests for information.

(e) Schedule annual training sessions on how to timely and appropriately respond to information requests and how to properly maintain information logs and require that all supervisors and managers at its 4205 Feather Lakes Way, Kingwood, Texas and 5826 Broadway Street, Galveston, Texas facilities attend the training.

(f) Regarding the training sessions above in paragraph (e), within 180 days of the approval of this Agreement, the Respondent will hold at least two mandatory trainings for all supervisors and managers regardless of prior training received. The Respondent will incorporate the information request training into its regular training program for new supervisors and managers for all USPS locations in the Houston District.

(g) Within 14 days of the approval of this Agreement, the Respondent will distribute by electronic mail, inter-office mail, newsletter, bulletin, or in any other fashion by which the Respondent ordinarily communicates with its management and supervisory representatives, the attached notice marked "Appendix B" to all supervisors and managers employed by the Respondent within the Houston District.

(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

(i) Within 14 days of service by the Region, post at its 4205 Feather Lakes Way, Kingwood, Texas (16-CA-206637) and 5826 Broadway Street, Galveston, Texas (16-CA-210946) facilities copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material.

Dated, Washington, D.C., June 21, 2018.

_____ Mark Gaston Pearce,	Member
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_____ Lauren McFerran,	Member
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_____ Marvin E. Kaplan,	Member
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(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose a representative to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

The **AMERICAN POSTAL WORKERS UNION LOCAL 185 (APWU)** is the collective-bargaining representative of our maintenance, motor vehicle, postal clerk, special delivery messenger, mail equipment shops, material distribution centers, and operating and facilities services employees at the 4205 Feather Lakes Way, Kingwood, Texas facility for the purposes of bargaining collectively with us on your behalf.

The **NATIONAL ASSOCIATION OF LETTER CARRIERS BRANCH 23 (NALC)** is the collective-bargaining representative of all letter carriers at the 5826 Broadway Street, Galveston, Texas facility for the purposes of bargaining collectively with us on your behalf.

WE WILL NOT refuse to bargain in good faith with APWU or NALC and/or any other labor organization representing bargaining unit employees by refusing to provide information that is relevant and necessary to their roles as your exclusive collective-bargaining representative.

WE WILL NOT unreasonably delay in providing APWU or NALC and/or any other labor organization representing bargaining unit employees with information that is relevant and necessary to their roles as your bargaining representatives.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL provide information to APWU that it requested from the 4205 Feather Lakes Way, Kingwood, Texas facility on August 11 and August 17, 2017.

WE WILL provide information to NALC that it requested from the 5826 Broadway Street, Galveston, Texas facility on October 2 and November 16, 2017.

WE HAVE provided information to NALC that it requested from the 5826 Broadway Street, Galveston, Texas facility on November 16, 2017.

WE WILL bargain in good faith with APWU and NALC and/or any other labor organization representing bargaining unit employees, as the exclusive collective-bargaining representative of our unit employees at the 4205 Feather Lakes Way, Kingwood, Texas and 5826 Broadway Street, Galveston, Texas facilities, and timely provide them with information that is relevant and necessary to their roles as your bargaining representatives.

ALL OUR EMPLOYEES are free to become or remain, or to refrain from becoming or remaining, members of any labor organization.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlrb.gov/case/16-CA-206637 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX B

NOTICE TO MANAGEMENT OFFICIALS:

Recently, an unfair labor practice charge has been filed against the USPS with the National Labor Relations Board. The charges, filed by postal labor unions representing employees within the Kingwood, Texas and Galveston, Texas facilities, have alleged that the USPS has failed to bargain in good faith by refusing to provide requested information to the labor union. In these cases, information was not provided in accordance with the National Labor Relations Act. In response, the National Labor Relations Board has determined to issue a complaint alleging that we violated the National Labor Relations Act by failing to provide this information.

Please be reminded that the United States Postal Service has a statutory duty to supply information which is relevant and of use to a labor union in fulfilling its duties as exclusive bargaining representative, including its duties to police the contract and to process and investigate grievances. Most information concerning bargaining unit employees that pertains to wages, hours, and terms and conditions of employment is presumptively relevant and must be furnished upon request. Presumptively relevant information includes, but is not limited to, the names of unit employees and their addresses, seniority dates, rates of pay, lists of job classifications and other payroll data, copies of insurance plans/rates in effect, clock rings, personnel action forms, requests for changes of schedule, and other information related to the hours and other terms and conditions of employment of bargaining unit employees. Your failure to provide responsive information or otherwise respond to requests for such information, within a reasonable time, may not only constitute a violation of the National Labor Relations Act, but also may result in disciplinary action against you.